

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release is made as of the date of the last signature below, by and between as defined herein, (a) the Settlement Class Representatives,<sup>1</sup> on behalf of themselves and the Settlement Class, and (b) Hub International Limited. This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted against Hub in the action captioned *Ellis v. Hub International Limited*, Case No. 1:23-cv-06137, pending in the U.S. District Court for the Northern District of Illinois as set forth herein.

### **RECITALS**

WHEREAS, between December 2022 and January 2023 cybercriminals gained access to certain systems within Hub's network and copied files containing personal information without authorization.

WHEREAS, on or about August 11, 2023, Hub began notifying individuals that their personal information may have been compromised in the Security Incident.

WHEREAS, after the announcement of the Security Incident, four (4) putative class action lawsuits were filed against Hub in the Northern District of Illinois, alleging that Hub, among other things, had failed to properly protect personal information in accordance with its duties, had inadequate data security, was unjustly enriched by the use of personal information of the impacted individuals, and improperly or inadequately notified potentially impacted individuals.

WHEREAS, on September 27, 2023, Judge John J. Tharp, Jr. consolidated each of these actions into *Ellis v. Hub International Limited*, Case No. 1:23-cv-06137. (ECF No. 14.)<sup>2</sup>

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<sup>1</sup> All capitalized terms are defined in Section 1 below.

<sup>2</sup> All cases consolidated under Northern District of Illinois Local Rule 40.4 include: (i) *Ellis v. Hub International Limited*, Case No. 1:23-cv-6137, filed on August 25, 2023, (ii) *Roy v. Hub International Limited*, Case No. 1:23-cv-06299, filed on August 28, 2023; (iii) *Ries v. Hub International Limited*, Case No. 1:23-cv-06430, filed on August 29, 2023; and (iv) *Freiberg v. Hub International Limited*, Case No. 1:23-cv-10011, filed on September 12, 2023.

WHEREAS, the Parties' Counsel are experienced litigators in the data breach class action field. After early motion practice and several months of discovery, the Parties participated in a mediation session conducted on November 21, 2024, by the Honorable Diane M. Welsh (Ret.), a retired federal magistrate judge now with JAMS in Philadelphia, Pennsylvania.

WHEREAS, the Parties made progress at the initial mediation, but did not reach an agreement, and continued negotiating over the next several weeks and reached agreement regarding the material terms of a settlement, which if approved by the Court, will resolve all claims against Hub in the Action. Thereafter, the Parties drafted this Agreement.

WHEREAS, the Parties recognize the expense and length of proceedings that would be required to continue litigation of the Action through further motions practice, discovery, trial, and any possible appeals. The Parties have taken into account the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. Based upon their investigation, discovery, and motions practice, as set forth above, the Parties have determined that the settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable, and adequate. The Parties therefore agree to settle the claims asserted against Hub in the Action pursuant to the terms and provisions of this Agreement, subject to the Court's approval.

WHEREAS, the Parties now agree to settle the Action in its entirety as to Hub, without any admission of liability, with respect to all Released Claims of the Settlement Class Representatives and Settlement Class Members who do not timely and validly exclude themselves from the Settlement Class. The Parties intend this Agreement to bind the Settlement Class

Representatives, Hub, and all Settlement Class Members that do not timely and validly exclude themselves from the Agreement.

THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Action be settled, compromised, and dismissed on the merits and with prejudice with respect to Hub, subject to preliminary and final Court approval, as required by Fed. R. Civ. P. 23, on the following terms and conditions:

**1. Definitions.**

As used in all parts of this Agreement, including the recitals above, and exhibits attached hereto, the follow terms have the meanings specified below:

- 1.1 “Action” means the consolidated, civil action *Ellis v. Hub International Limited*, Case No. 1:23-cv-06137, pending in the U.S. District Court for the Northern District of Illinois.
- 1.2 “Approved Claim” means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.
- 1.3 “Class Counsel” means William B. Federman of Federman & Sherwood, Raina Borrelli of Strauss Borrelli PLLC, and Tyler J. Bean of Siri & Glimstad LLP.
- 1.4 “Class Counsel Fees” means Class Counsel’s attorney’s fees, costs, and expenses.
- 1.5 “Claim Form” means the form(s) Settlement Class Members must submit to be eligible for reimbursement under the terms of the Settlement, which is attached hereto as **Exhibit A**.

- 1.6 “Claims Period” means the ninety (90) day period following the Notice Deadline by which Settlement Class Members must file claims online, or if by mail, the date by which the claim must be postmarked.<sup>3</sup>
- 1.7 “Costs of Notice and Administration” means all reasonable costs and expenses of the Settlement Administrator associated with or arising from the settlement administration and notice program. The Costs of Notice and Administration shall be paid to the Settlement Administrator as set forth in this Agreement.
- 1.8 “Court” means the United States District Court for the Northern District of Illinois.
- 1.9 “Defendant” or “Hub” means Hub International Limited.
- 1.10 “Defendant’s Counsel” or “Hub’s Counsel” means Aravind Swaminathan of Orrick, Herrington & Sutcliffe LLP.
- 1.11 “Defendant Released Parties” means Hub, its current, former, and future officers, directors, agents, successors, predecessors, affiliates, parents, shareholders, insurers, reinsurers, and subsidiaries.
- 1.12 “Effective Date” of this Agreement means the last date by which all of the following have occurred:
- a. The Parties have executed this Agreement;
  - b. The Parties have submitted to the Court and the Court has entered the Final Approval Order and Judgment without material changes to the Parties’ proposed Final Approval order and Judgment; and

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<sup>3</sup> All time periods provided by this Agreement are stated in calendar days, not business days, unless otherwise specifically indicated.

- c. The time for seeking rehearing, appellate, or other review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing review, appeal, or certiorari could be taken has finally expired; or, if no timely objections are received, seven (7) days after the Court enters the Final Approval Order and Judgment.
- 1.13 “Final Approval Hearing” means the hearing to be held after Notice has been provided to Settlement Class Members, to determine whether the Settlement should obtain final approval.
- 1.14 “Final Approval Order and Judgment” or “Final Approval” means an order signed and entered by the Court, which approves this Settlement and dismisses the Action as to the Defendant Released Parties, in a form substantially similar to the proposed Final Approval Order and Judgment, attached as **Exhibit B**. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order and Judgment includes all such orders.
- 1.15 “Security Incident” means the data security incident occurring between December 2022 and January 2023 that resulted from cybercriminals accessing certain systems on Hub’s network.
- 1.16 “Net Settlement Fund” means the monies remaining in the Settlement Fund after the Costs of Notice and Administration, Service Awards, and Class Counsel Fees are deducted.

- 1.17 “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members.
- 1.18 “Notice Deadline” means thirty (30) days after Hub’s provision of the list of Settlement Class Members to the Settlement Administrator.
- 1.19 “Objection Deadline” means sixty (60) days after the Notice Deadline.
- 1.20 “Opt-Out Deadline” means sixty (60) days after the Notice Deadline.
- 1.21 “Party” means each of the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Hub, and “Parties” means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Hub collectively.
- 1.22 “Parties’ Counsel” means Class Counsel and Hub’s Counsel.
- 1.23 “Plaintiff Released Parties” means the Settlement Class Members, Settlement Class Representatives, and Class Counsel.
- 1.24 “Preliminary Approval Order” or “Preliminary Approval” means the entry of an Order of Preliminary Approval in the form set forth in **Exhibit C**, or substantially in that form to the satisfaction of the Parties.
- 1.25 “Released Claims” mean any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys’ fees, losses or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted against Defendant Released Parties, relating to the Security Incident.
- 1.26 “Service Award” means a payment made, subject to Court-approval, to the Settlement Class Representatives for their service in bringing the Action.

- 1.27 “Settlement Administrator” means Angeion Group. A different Settlement Administrator may be substituted if approved by order of the Court.
- 1.28 “Settlement Agreement,” “Agreement,” or “Settlement” means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of this Action between them and which is subject to approval by the Court.
- 1.29 “Settlement Class” or “Settlement Class Members” means all persons in the United States whose personal information was accessed or acquired in the Security Incident and/or who were sent a Notice of Data Breach Letter. Excluded from the Settlement Class are (i) Hub, and Hub’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement. It is estimated that there are approximately 660,981 persons in the Settlement Class. The list of Settlement Class Members shall include the Settlement Class members’ names, postal address (if available from the Security Incident notice materials), and email address (if available from the Security Incident notice materials).
- 1.30 “Settlement Class Representatives” or “Plaintiffs” means Plaintiffs Shannan Ellis, Rich Freiberg, Christopher Roy, and Stephen Ries (each individually being a “Settlement Class Representative” or “Plaintiff”).

- 1.31 “Settlement Fund” means the four million, six hundred and fifty thousand United States Dollars (\$4,650,000.00) that Hub shall pay or caused to be paid pursuant to Section 3 of this Agreement.
- 1.32 “Settlement Fund Account” means the account described in Section 4 of this Agreement.
- 1.33 “Settlement Payments” means any payment to be made to Settlement Class Members who have filed Approved Claims.
- 1.34 “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but no later than the Notice Deadline, as a means for Settlement Class Members to obtain notice of and information about the Settlement, including hyperlinked access to the Settlement, Notice, Preliminary Approval Order, operative complaint(s), and such other documents as Class Counsel and Hub’s Counsel mutually agree to post, or that the Court orders posted, on the website. These documents shall remain on the Settlement Website at least sixty (60) days after the Effective Date. The URL of the Settlement Website shall be agreed upon by Class Counsel and Hub’s Counsel. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after the Effective Date.
- 1.35 “Taxes” means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the



Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties' Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

## **2. Settlement Class Certification.**

2.1 The Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. The Parties' agreement to certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. Hub thus does not waive, and instead expressly reserves, the right to challenge the propriety of class certification for any purpose if the Court does not issue a Final Approval Order and Judgment that approves this Settlement Agreement.

## **3. The Settlement Fund.**

- 3.1 Hub agrees to make, or cause to be made, a non-reversionary settlement payment of four million, six hundred and fifty thousand United States Dollars (\$4,650,000.00) and deposit that settlement payment into the Settlement Fund as follows:
- a. Within thirty (30) days of the Court entering the Preliminary Approval Order and receipt of payment information and a W-9 for the Settlement Administrator, Hub shall pay, or cause to be paid, six-hundred thousand United States Dollars (\$600,000.00) to pay for the Costs of Notice and Administration; and
  - b. Within seven (7) days of the Effective Date, Hub shall fund the remaining balance of the Settlement Fund.
- 3.2 The Settlement Fund Shall be used to pay for:
- a. Costs of Notice and Administration;
  - b. Any Service Awards approved by the Court;
  - c. Any Class Counsel Fees approved by the Court;
  - d. Settlement Payments for the Settlement Class as provided for in this Agreement;
  - e. Any other costs or fees necessary to effectuate this Settlement Agreement, as agreed to by the Parties in writing.
- 3.3 Hub shall not be obligated to pay more than four million, six hundred and fifty thousand United States Dollars (\$4,650,000.00). No funds shall revert back to Hub, except in the event this Agreement is voided, cancelled, or terminated, as described

in Section 16 in this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Hub.

- 3.4 Class Counsel and/or the Settlement Administrator shall furnish to Hub any required account information, writing instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) within ten (10) days of the Court entering the Preliminary Approval Order.

**4. The Settlement Fund Account.**

- 4.1 The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator.
- 4.2 All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.
- 4.3 No amounts may be withdrawn from the Settlement Fund Account unless (i) authorized by this Agreement; or (ii) otherwise approved by the Court.
- 4.4 The Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.

- 4.5 Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4) and shall provide Hub with that employer identification number on a properly completed and signed IRS Form W-9.
- 4.6 The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be considered Costs of Notice and Administration and paid from the Settlement Fund.
- 4.7 All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account, shall be considered to be Costs of Notice and Administration, and shall be timely paid by the Settlement Administrator without

prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

- 4.8 Following its payment of the Settlement Fund monies as described in Section 3.1 of this Agreement, Hub shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of Settlement Fund Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

**5. Settlement Payments to Settlement Class Members.**

- 5.1 Filing of Approved Claims. Only Settlement Class Members who submit Approved Claims during the Claims Period will receive a Settlement Payment under the Settlement.
- a. The Claims Period will run for ninety (90) days after the Notice Deadline.
  - b. Settlement Class Members may submit a Claim Form to the Settlement Administrator electronically through the Settlement Website or by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked before midnight on the final day of the Claims Period. All Claim Forms must be submitted during the Claims Period and in the manner set forth in this Agreement.
  - c. In its discretion, to be reasonably exercised, the Settlement Administrator will review all Claim Forms submitted. Claim Forms will be reviewed for

completeness, plausibility, and reasonable traceability to the Security Incident. The Settlement Administrator may require supplementation of a completed Claim Form or additional information needed to validate or audit a claim. To the extent that a Settlement Class Member fails to provide any supplementation or additional information if requested, the Settlement Administrator may determine that the Settlement Class Member failed to submit a valid claim and therefore reject that claim.

- d. The Settlement Administrator will process Approved Claims of Settlement Class Members and distribute payments after the Effective Date in accordance with the terms of this Agreement.
- e. Settlement Class Members shall have a choice of how to be paid, either via electronic payment (*e.g.*, Venmo), or paper check. Any checks issued from the Settlement Fund shall be valid for ninety (90) days from the date of issuance.
- f. If the payment is returned as undeliverable, or unable to be paid, the Settlement Administrator will reattempt distribution if a forwarding address is provided. If a new address is not provided, or if the distribution is remailed and returned or is unable to be paid, then the Settlement Administrator shall cancel the distribution and there will be no further obligation to attempt to make a distribution to that Settlement Class Member.
- g. Any amount of the Settlement Fund remaining after the date for cashing checks has passed shall be distributed as set forth in this Agreement.

5.2 Settlement Benefits. Each Settlement Class Member who submits a valid and timely Claim Form may qualify for the following benefits, the costs of which are to be paid from the Settlement Fund in the following manner:

- a. Reimbursement of Out-Of-Pocket Losses. Settlement Class Members who submit a Claim Form for reimbursement of Out-of-Pocket Losses may submit a claim up to \$5,000.00 per individual for documented Out-of-Pocket Losses. Any Settlement Class Member whose claim for Out-of-Pocket Losses is deemed by the Settlement Administrator to be invalid will automatically qualify for the Alternative Cash Payment benefit described below. To receive reimbursement for Out-of-Pocket Losses, the Out-of-Pocket Loss must: (1) be an actual, documented, and unreimbursed monetary loss; (2) be more likely than not caused by the Security Incident; and (3) have occurred between December 21, 2022 and the close of the Claims Period. The categories of reimbursable out-of-pocket losses include:
  - i. Unreimbursed fraud suffered;
  - ii. Long distance telephone charges;
  - iii. Cell phone minutes (if charged by the minute);
  - iv. Internet usage charges (if charged by the minute or incurred solely as a result of the Security Incident);
  - v. Credit monitoring or fraud resolution services purchased after the Security Incident;
  - vi. Costs of credit reports;

vii. Bank or other financial institution charges incurred as a result of the Security Incident; or

viii. Other losses directly and reasonably incurred as a result of the Security Incident.

b. Alternative Cash Payment. In lieu of reimbursement for Out-of-Pocket Losses, Settlement Class Members may elect to submit a claim for a one-time Alternative Cash Payment of one hundred and fifty dollars (\$150.00), subject to a pro rata increase or decrease as further described below. To receive the alternative cash payment, a valid Claim Form must be submitted by or on behalf of a Settlement Class Member, indicating the selection of an Alternative Cash Payment in lieu of any Out-of-Pocket Losses they may be eligible to receive.

c. Credit Monitoring and Identity Theft Protection Services. In addition to the foregoing claims, Settlement Class Members may also elect to enroll in Credit Monitoring and Identity Theft Protection Services. All Settlement Class Members shall be eligible to enroll in two (2) years of three-bureau credit monitoring and identity theft protection services, regardless of whether the Settlement Class Member submits a claim for reimbursement of Out-of-Pocket Losses or an Alternative Cash Payment.

5.3 Timing of Settlement Payments. Within sixty (60) days of the Effective Date, the Settlement Administrator shall: (1) issue all payments for Out-of-Pocket Losses based on Approved Claims for Out-of-Pocket Losses; (2) issue all payments for the Class Members that elected to receive the Alternative Cash Payment; and (3) issue



an activation code to each valid Credit Monitoring and Identity Theft Protection Services claimant, which can be used to activate credit monitoring services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Settlement Class Members who make a claim for Credit Monitoring and Identity Theft Protection services but never activate their services, as well as Settlement Class Members who do not submit a claim, will still be deemed Plaintiff Released Parties and will be deemed to have released all claims against Defendant Released Parties as outlined in the Settlement Agreement.

5.4 Insufficient or Residual Funds. The Settlement Administrator must first use the funds available in the Settlement Fund (after payment of Costs of Notice and Administration and Taxes) to make payments for Class Counsel Fees, followed by Service Awards, followed by Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Alternative Cash Payments, followed by Approved Claims for Credit Monitoring and Identity Theft Protection Services.

- a. In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for all Approved Claims, the Parties shall work with the Settlement Administrator to determine any necessary *pro rata* reductions in Approved Claims for Out-of-Pocket Losses and/or Alternative Cash Payments. In the alternative, if there are funds remaining after payment for all Approved Claims, the Parties shall work with the Settlement Administrator to determine any necessary *pro rata* increases in Approved Claims for Out-of-Pocket Losses and Alternative Cash Payments.

- b. To the extent that there are any remaining monies in the Net Settlement Fund one-hundred eighty (180) days after the Effective Date, the residual amount shall be paid to Per Scholas as a *cy pres* distribution. No funds may revert back to Hub.

**6. Payment of Service Awards and Class Counsel Fees.**

6.1 Service Awards. The Settlement Class Representatives and Class Counsel shall submit a request to the Court for payment of a Service Award not to exceed three thousand five hundred United States Dollars (\$3,500). Any request for a Service Award must be filed with the Court at least fourteen (14) days before the Objection Deadline. If approved by the Court, such Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within thirty (30) days of the Effective Date. Any Service Awards and any requirements for obtaining any such payment are separate and apart from, and in addition to, any potential recovery for the Settlement Class Representatives as Settlement Class Members.

- a. Hub agrees not to oppose any request to the Court for a Service Award, provided that such request does not seek more than three thousand five hundred United States Dollars (\$3,500) per Settlement Class Representative.
- b. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Service Awards. If the Court declines to approve, in whole or in part, a request for a Service Award, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of a Service Award, or

the amount thereof, shall be grounds for cancellation or termination of this Agreement.

6.2 Class Counsel Fees. Class Counsel shall submit a request to the Court for payment of attorneys' fees up to one-third (1/3) of the Settlement Fund, and for reimbursement of reasonable expenses incurred in prosecuting and settling the Action. Any request for Class Counsel Fees must be filed with the Court at least fourteen (14) days before the Objection Deadline. If approved by the Court, such Class Counsel Fees Shall be paid by the Settlement Administrator from the Settlement Fund within fourteen (14) days of the Effective Date.

a. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Class Counsel Fees. If the Court declines to approve, in whole or in part, a request for Class Counsel Fees, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Class Counsel Fees, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

## **7. Presentation of Settlement to the Court.**

7.1 Preliminary Approval. By April 3, 2025, Class Counsel shall file a motion seeking an order granting the Preliminary Approval Order (the "Preliminary Approval Motion"). Such motion shall also include and seek approval of the proposed Notice.

a. Among other things, the Preliminary Approval Motion will ask the Court to: (a) preliminary approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement

Class pursuant to Fed. R. Civ. P. 23; (c) approve the Settlement Administrator, notice program set forth herein, form and content of the Notice, and Claim Form; (d) approve the procedures set forth in this Settlement for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (e) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning any Released Claims; (f) appoint Class Counsel and Settlement Class Representatives; and (g) schedule a Final Approval Hearing at a date that provides sufficient time for the deadlines contemplated by this Settlement and that is convenient for the Court, at which time the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, as well as determine whether to approve Class Counsel's application for Class Counsel Fees and Service Awards.

- 7.2 Final Approval. By no later than fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall move the Court to enter the Final Approval Order and Judgment (the "Final Approval Motion"). Class Counsel shall move the Court for approval of Class Counsel Fees and Service Awards no later than fourteen (14) days prior to the Objection Deadline. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel), who object to the Settlement and/or Class Counsel's request for Class Counsel Fees and Service Awards, provided the objectors filed timely objections that meet all the requirements listed in this Agreement.

7.3 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to approve Class Counsel's application for Class Counsel Fees and Service Awards. The proposed Final Approval Order and Judgment that will be filed with the Final Approval Motion shall be in a form agreed upon by Class Counsel and Hub as set forth in **Exhibit B** attached hereto. Such proposed Final Approval Order and Judgment shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfies the Federal Rules of Civil Procedure and Due Process requirements;
- d. Dismiss all claims in the Action as to the Defendant Released Parties with prejudice;
- e. Bar and enjoin the Plaintiff Released Parties from asserting any of the Released Claims, including during the pendency of any appeal from Final Approval;
- f. Release and forever discharge the Defendant Released Parties from the Released Claims as provided in this Settlement; and
- g. Reserve the Court's continuing and exclusive jurisdiction over Hub and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Settlement in accordance with its terms.

**8. Duties of Settlement Administrator.**

- 8.1 Class Counsel will retain, subject to Court-approval—and Hub’s approval, which shall not be unreasonably withheld—an independent Settlement Administrator. The Settlement Administrator estimates Costs of Notice and Administration to be \$599,946.00.
- 8.2 The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, and any other functions approved by the Court, including, but not limited to, the following:
- a. Providing the CAFA notice—the notice required by the Class Action Fairness Act of 2008, 28 U.S.C. § 1715, no later than ten (10) days after this Agreement is filed with the Court;
  - b. Obtaining the list of Settlement Class Members for the purpose of disseminating Notice to Settlement Class Members;
  - c. Providing Notice to Settlement Class Members;
  - d. Establishing and maintaining the Settlement Website;
  - e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries timely;
  - f. Responding to any Settlement Class Member inquiries timely;
  - g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
  - h. Receiving requests to opt out and objections from Settlement Class Members and providing Class Counsel and Defendant’s Counsel with a

copy thereof no later than fifteen (15) days following the deadline for submission of the same. If the Settlement Administrator receives any requests to opt out, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class and Defendant's Counsel;

- i. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members and the approved Class Counsel Fee to Class Counsel;
- j. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Claims and later, settlement payments sent and delivered, payments accepted and cashed, undeliverable information, and any other requested information relating to filed Claim Forms and Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining from any funds paid by Defendant.
- k. In advance of the Final Approval Hearing, preparing a declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a request for exclusion; and

1. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.
- 8.3 Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, once approved by the Court.
- 8.4 The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, once approved by the Court.

**9. Notice to Settlement Class Members.**

- 9.1 Within fifteen (15) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the list of Settlement Class Members containing Settlement Class Members' full names, current addresses, and email addresses, if either or both are available, as reflected in Hub's records.
- 9.2 Following Defendant's provision of the list of Settlement Class Members to the Settlement Administrator, Notice to the Settlement Class shall be provided in the following manner by the Notice Deadline:
  - a. A Notice consistent with **Exhibit D** (the "Short Form Notice") shall be emailed or mailed by U.S. Mail (where email addresses are unavailable) by the Settlement Administrator. The Notice will advise Settlement Class Members of the allegations asserted in the Action, how to file a claim, how



to exclude themselves from the Settlement, how to object to the Settlement, and how to access the Settlement Website. If at any time, the Parties have reason to believe that certain Settlement Class Members have not received direct emailed or mailed Notice, they may work in good faith to identify alternative means of contact.

- b. Before mailing the Notice, the Settlement Administrator will update each Settlement Class Member's address through a reliable service of the Settlement Administrator's choosing that is consistent with its customary business practices. If any mail or email Notice is returned to the Settlement Administrator as undelivered and a forwarding address is provided, the Settlement Administrator will re-mail one additional time to the new addresses. For those Notices returned to the Settlement Administrator as undeliverable with no forwarding address, the Settlement Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address, and, where such an address is found, will re-mail the notice to the updated address.
- c. The Settlement Administrator shall post the Notice consistent with **Exhibit E** ("the Long Form Notice"), and Claim Form consistent with **Exhibit A**, on the Settlement Website established by the Settlement Administrator. The Settlement Administrator shall also provide Settlement Class Members the ability to submit the information for the Claim Form electronically via the Settlement Website.

**10. CAFA Notice.**

10.1 Hub will work with the Settlement Administrator, as necessary, to facilitate service of the notice required by the Class Action Fairness Act of 2008, 28 U.S.C. § 1715, no later than ten (10) days after this Agreement is filed with the Court.

**11. Opt-Outs.**

11.1 The Notice shall include a procedure for Settlement Class Members to opt-out from the Settlement by notifying, in writing, the Settlement Administrator of their intent to exclude themselves from the Settlement. Such written requests for exclusion must be postmarked no later than the Opt-Out Deadline. The written request for exclusion must include:

- a. The name of this litigation or a decipherable approximation;
- b. The full name, address, and telephone number of a Settlement Class Member; or the full name, address, telephone number, relationship, and signature of the Settlement Class Member or of any individual acting on behalf of a Settlement Class Member; and
- c. The words “Opt-Out” or “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement.

11.2 Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.

11.3 Any individual who submits a valid and timely request for exclusion in the matter described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

11.4 Any Settlement Class Member who does not provide a timely request for exclusion, or who does not provide all information required by this Settlement to exclude himself or herself, shall be bound by the terms of the Settlement, including all releases in the Settlement.

## **12. Objections.**

12.1 The Notice shall include a procedure for Settlement Class Members to object to the Settlement, Class Counsel's request for attorneys' fees, and expenses, and/or the application for Service Awards. Objections to the Settlement, Class Counsel's request for Class Counsel Fees, and/or to the application for Service Awards must be filed electronically with the Court or mailed to the Clerk of the Court and the Settlement Administrator. For an objection to be considered by the Court, the objection must be: (a) filed by the Objection Deadline; or (b) mailed via USPS First Class Mail prepaid to the Clerk of Court and the Settlement Administrator at the addresses listed in the Notice and postmarked by no later than the Objection Deadline, as specified in the Notice. Each Settlement Class Member desiring to object to the settlement shall submit a timely written notice of his or her objection.

12.2 Any objection must be in writing and:

- a. Clearly identify the case name and number *Ellis v. Hub International Limited*, Case No. 1:23-cv-06137 (N.D. Ill.);
- b. Include the full name, address, telephone number, and email address of the person objecting;
- c. Include the full name, address, telephone number, and email address of the objector's counsel (if the objector is represented by counsel);

- d. State whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection;
- e. Confirm whether the objector or counsel on the objector's behalf will personally appear and/or testify at the Final Approval Hearing;
- f. Provide the objector's signature and the signature of the objector's duly authorized counsel or other duly authorized representative and a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel or other duly authorized representative has filed an objection to any proposed class action settlement within the last three (3) years.

12.3 Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

12.4 Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

12.5 The Settlement Administrator shall have the responsibility to provide all objections to the Court and counsel referenced above no later than fifteen (15) days following the Objection Deadline.

### **13. Representations and Warranties.**

13.1 Each Party represents that:

- a. Such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;

- b. Such Party is voluntarily entering into this Agreement as a result of arm's-length negotiations conducted by its counsel;
- c. Such Party is relying upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;
- d. Such Party has been represented by, and consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such counsel and agree to the language of the provisions herein;
- e. The execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;
- f. Except as provided herein, such Party has not been influenced to any extent in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Agreement;
- g. Each Party assumes the risk of mistake as to fact or law;
- h. This Agreement constitutes a valid, binding, and enforceable agreement;  
and

i. No consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

13.2 The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Defendant Released Parties, and further covenants that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Defendant Released Parties.

13.3 The Settlement Class Representatives represents and warrants that they have no surviving claim or cause of action against any of the Defendant Released Parties with respect to any of the Released Claims.

#### **14. Releases.**

14.1 As of the Effective Date, all Plaintiff Released Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Defendant Released Parties and any of their current, former, and future affiliates, parents, subsidiaries, representatives, officers, agents, directors, employees, contractors, shareholders, vendors, insurers, reinsurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement. This release includes but is not limited to any state law or common law claims arising out of or relating to the Security Incident that the Plaintiff Released Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, et seq. and/or California's Unfair Competition Law, California Civil Code section 17200

et seq. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Plaintiff Released Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Plaintiff Released Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Defendant Released Parties based on any of the Released Claims.

- 14.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements,

promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

**15. Confidentiality.**

15.1 To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Settlement Agreement. Settlement Class Members and Class Counsel will not make any public statement (including, but not limited to, press releases, internet postings/announcements, etc.) about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Hub's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their Counsel may make to the Court to assist in the Court's evaluation of the Settlement Agreement. Hub may also provide information about the Settlement Agreement to its attorneys, members, partners, insurers, brokers, agents, and other



persons or entities as required by securities laws or other applicable laws and regulations.

**16. Termination.**

16.1 This Agreement may be terminated by either the Settlement Class Representatives or Hub by serving on counsel for the opposing party and filing with the Court, a notice of termination within ten (10) days (or such longer time as may be agreed between Class counsel and Hub) after any of the following occurrences:

- a. At the sole and exclusive discretion of Hub if five percent (5%) or more of Settlement Class Members timely and validly exclude themselves from the Settlement Class;
- b. Class Counsel and Hub mutually agree to termination before the Effective Date;
- c. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Agreement;
- d. An appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- e. The Court or any reviewing appellate court incorporates material items or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the proposed Final Approval Ordered and Judgment, or the Settlement; or
- f. The Effective Date does not occur.

16.2 Notwithstanding Section 16.1, if the Parties fail to obtain Preliminary Approval or Final Approval of the Settlement, or if the Final Approval Order and Judgment is not upheld on appeal, the Parties shall negotiate in good faith in an attempt to modify the Settlement in a manner to effectuate the terms of this Agreement to obtain Preliminary Approval and/or Final Approval. If the Parties are unable to reach an agreement to modify the Settlement, then either Party may terminate this Agreement by providing notice of termination as provided above.

16.3 If this Agreement is terminated pursuant to Section 16.1(a)–(f) above, the following shall occur:

- a. Within ten (10) days of receiving notice of a termination event from Defendant's Counsel, the Settlement Administrator shall pay to Hub an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Costs of Notice and Administration already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;
- b. The Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement;
- c. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or entity in support of claims or defenses or in support or in

opposition to a future class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

- d. This Agreement shall become null and void, and the fact of this Settlement and that Hub did not oppose certification of the Settlement Class shall not be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a future class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim.

**17. No Admission of Wrongdoing.**

17.1 Hub denies each and every claim and contention alleged against it in the Action and all charges of wrongdoing or liability alleged against it. Nonetheless, Defendant and its counsel have concluded that further continuation of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

17.2 Neither the Settlement Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the settlement: (i) is, or may be deemed to be, or may be used as, an admission or evidence of the validity, or lack thereof, of any Released Claims, wrongdoing, or liability of the Defendant Released Parties; or (ii) is, or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission, in any civil, criminal, and/or administrative proceeding in any court, administrative agency, and/or other tribunal or proceeding. Any of the Defendant Released Parties may file

the Settlement Agreement and/or the Final Approval Order and Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

**18. Notices.**

- 18.1 All notices to Class Counsel provided for in this Agreement shall be sent by either email or USPS First Class mail to the following:

Raina Borrelli  
**STRAUSS BORRELLI PLLC**  
980 N. Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
(872) 263-1100  
(872) 263-1109 (facsimile)  
raina@straussborrelli.com

William B. Federman  
**FEDERMAN & SHERWOOD**  
10205 N. Pennsylvania Ave.  
Oklahoma City, OK 73120  
T: (405) 235-1560  
F: (405) 239-2112  
E: wbf@federmanlaw.com

Tyler J. Bean  
**SIRI & GLIMSTAD LLP**  
745 Fifth Avenue, Suite 500  
New York, New York 10151  
T: (212) 532-1091  
E: tbean@sirillp.com

- 18.2 All notices to Hub or Hub's Counsel provided for in this Agreement shall be sent by either email or USPS First Class mail to the following:

Aravind Swaminathan  
**ORRICK, HERRINGTON & SUTCLIFFE**

**LLP**

401 Union Street, Suite 3300  
Seattle, WA 98101  
Telephone: (206) 839-4300  
aswaminathan@orrick.com

- 18.3 The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement Website.

**19. Miscellaneous Provisions.**

- 19.1 Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.
- 19.2 Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement.
- 19.3 Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Plaintiff Released Parties and the Defendant Released Parties.
- 19.4 Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.
- 19.5 Settlement Class Member Communications. Defendant shall not authorize any communication that is intended or reasonably likely to encourage Settlement Class Members to exclude themselves from the Settlement or to object to the Settlement.

Defendant may, in its discretion, authorize communications referring all questions regarding the Settlement to the Notice, Class Counsel, the Settlement Administrator, and the Settlement Website.

- 19.6 Authority. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and to bind the Parties hereto to the terms and conditions hereof. Any person executing this Settlement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Settlement to all of the terms and provisions of this Settlement.
- 19.7 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement as if set forth herein.
- 19.8 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 19.9 Integration. This Agreement (along with any exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
- 19.10 Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 19.11 Drafting. The Parties agree that no single Party shall be deemed to have drafted this

Agreement, or any portion thereof, for purpose of the invocation of the doctrine of contra proferentem. This Agreement is a collaborative effort of the Parties and their attorneys.

19.12 Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and all references to the singular shall also mean the plural whenever the context so indicates.

19.13 Modification or Amendment. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Modification of the Settlement Agreement following Preliminary Approval will require approval of the Court.

19.14 Waiver. The waiver by one Party of any breach of the Settlement by any other Party shall not be deemed a waiver, by that Party or by any other Party to the Settlement, of any other prior or subsequent breach of the Settlement.

19.15 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

19.16 Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

- 19.17 Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.
- 19.18 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 19.19 Governing Law. The construction, interpretation, operation, effect, and validity of the Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of Illinois, without regard to conflicts of laws, except to the extent federal law requires that federal law govern.
- 19.20 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement.
- 19.21 Arms'-Length Negotiation. The Parties agree that the amounts paid, and the other terms of the Settlement were negotiated at arms' length and in good faith by the Parties, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.
- 19.22 Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even



if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows.

19.23 Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement, and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

19.24 No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

**[THIS SECTION INTENTIONALLY LEFT BLANK.  
SIGNATURES ON FOLLOWING PAGE.]**

**IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed by themselves or by their duly authorized counsel:**

**Settlement Class Representatives:**

**Defendant Hub International Limited:**

Signed by:  


F6795B42860849B...

Shannan Ellis  
Date: 3/25/2025

Defendant Hub International Limited  
Date:

Rich Freiberg  
Date:

Christopher Roy  
Date:

Stephen Ries  
Date:

**IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed by themselves or by their duly authorized counsel:**

**Settlement Class Representatives:**

**Defendant Hub International Limited:**

---

Shannan Ellis

Date:

---

Defendant Hub International Limited

Date:

*Rich Freiberg*

---

Rich Freiberg

Date: 4/2/2025

---

Christopher Roy

Date:

---

Stephen Ries

Date:

**IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed by themselves or by their duly authorized counsel:**

**Settlement Class Representatives:**

**Defendant Hub International Limited:**

---

Shannan Ellis  
Date:

---

Defendant Hub International Limited  
Date:

---

Rich Freiberg  
Date:



---

Christopher Roy  
Date: 03 / 24 / 2025

---

Stephen Ries  
Date:

**IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed by themselves or by their duly authorized counsel:**

**Settlement Class Representatives:**

**Defendant Hub International Limited:**

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Shannan Ellis  
Date:

---

Defendant Hub International Limited  
Date:

---

Rich Freiberg  
Date:

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Christopher Roy  
Date:



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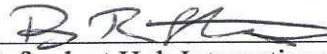
Stephen Ries  
Date: 03 / 27 / 2025

**IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed by themselves or by their duly authorized counsel:**

**Settlement Class Representatives:**

**Defendant Hub International Limited:**

\_\_\_\_\_  
Shannan Ellis  
Date:

\_\_\_\_\_  
  
Defendant Hub International Limited  
Date: 3/25/25

\_\_\_\_\_  
Rich Freiberg  
Date:

\_\_\_\_\_  
Christopher Roy  
Date:

\_\_\_\_\_  
Stephen Ries  
Date:

# **EXHIBIT A**

**Your claim must  
be submitted  
online or  
postmarked by:  
[MONTH, XX,  
XXXX]**

**CLAIM FORM FOR HUB INTERNATIONAL LIMITED  
DATA SECURITY INCIDENT SETTLEMENT**

Case No. 1:23-cv-06137

**HUB  
INTERNATIONAL  
LIMITED**

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS  
TO MAKE A CLAIM FOR COMPENSATION FOR UNREIMBURSED LOSSES OR AN  
ALTERNATIVE CASH PAYMENT AND/OR IDENTITY THEFT PROTECTION AND CREDIT  
MONITORING SERVICES**

**GENERAL INSTRUCTIONS**

If your personal information was impacted by Hub International Limited's ("Hub") data security incident that resulted from the unauthorized access of certain systems on Hub's network (the "Security Incident"), you are a member of the Settlement Class and eligible to complete this Claim Form to receive (1) compensation for documented unreimbursed Out-of-Pocket Losses related to the Security Incident, up to \$5,000, subject to a pro rata increase or decrease, or (2) an Alternative Cash Payment of \$150, subject to a pro rata increase or decrease; and (3) Credit Monitoring and Identity Theft Protection Services.

Reimbursement for Out-of-Pocket Losses include the following:

- i. Unreimbursed fraud suffered;
- ii. Long distance telephone charges;
- iii. Cell phone minutes (if charged by the minute);
- iv. Internet usage charges (if charged by the minute or incurred solely as a result of the Security Incident);
- v. Credit monitoring or fraud resolution services purchased after the Security Incident;
- vi. Costs of credit reports;
- vii. Bank or other financial institution charges incurred as a result of the Security Incident; or
- viii. Other losses directly and reasonably incurred as a result of the Security Incident.

Compensation for the above losses will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Security Incident;
- The loss occurred between December 1, 2022, and [insert end of Claims Period]; and
- Documentation of the claimed losses is not "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

In lieu of Out-of-Pocket Losses, Settlement Class Members may elect to receive an Alternative Cash Payment of \$150, which is subject to a pro rata increase or decrease based upon the number of Approved Claims submitted.

In addition to recovering Out-of-Pocket Losses or the Alternative Cash Payment, Settlement Class Members may also enroll in Credit Monitoring and Identity Theft Protection Services.

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.



Your claim must be  
submitted online or  
postmarked by:

[MONTH, XX,  
XXXX]

## CLAIM FORM FOR HUB INTERNATIONAL LIMITED SECURITY INCIDENT SETTLEMENT

Case No. 1:23-cv-06137

**HUB  
INTERNATIONAL  
LIMITED**

This Claim Form may be submitted electronically *via* the Settlement Website at [website] or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

### I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address**

**Telephone Number**

### II. PROOF OF CLASS MEMBERSHIP

Enter the Claimant ID Number provided on your Notice:

**Claimant ID Number**

If you did not receive Notice but your personal information was impacted by the Security Incident, please check the box below.

☐ Check this box if you did not receive Notice but your personal information was impacted by the Security Incident.

Questions? Go to [website] or call [inset phone number].

Your claim must be  
submitted online or  
postmarked by:

[MONTH, XX,  
XXXX]

## CLAIM FORM FOR HUB INTERNATIONAL LIMITED SECURITY INCIDENT SETTLEMENT

Case No. 1:23-cv-06137

**HUB  
INTERNATIONAL  
LIMITED**

### III. COMPENSATION FOR OUT-OF-POCKET LOSSES

Members of the Settlement Class who submit a valid claim using this Claim Form are eligible for reimbursement of the following **documented** Out-of-Pocket Losses, not to exceed \$5,000 as a result of the Security Incident, which is subject to a pro rata increase or decrease depending upon the number of Approved Claims submitted:

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Out-of-Pocket Losses incurred as a result of the Security Incident, including bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.	<div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div><div></div> </div>

Questions? Go to [website] or call [inset phone number].

Your claim must be  
submitted online or  
postmarked by:

[MONTH, XX,  
XXXX]

## CLAIM FORM FOR HUB INTERNATIONAL LIMITED SECURITY INCIDENT SETTLEMENT

Case No. 1:23-cv-06137

**HUB  
INTERNATIONAL  
LIMITED**

### IV. ALTERNATIVE CASH PAYMENT

In lieu of Out-of-Pocket Losses, Settlement Class Members may request an Alternative Cash Payment of \$150, which is subject to a pro rata increase or decrease depending upon the number of Approved Claims submitted. If you request the Alternative Cash Payment, you **cannot** also receive reimbursement for Out-of-Pocket Losses. To claim the Alternative Cash Payment, please check the box below.

☐ Check this box if you wish to receive the Alternative Cash Payment of \$150.

### V. CREDIT MONITORING AND IDENTITY THEFT PROTECTION

Settlement Class Members who submit a timely claim may elect to be signed up for Credit Monitoring and Identity Theft Protection Services. This benefit is in addition to a claim for reimbursement of Out-of-Pocket Losses or an Alternative Cash Payment. To claim this, please check the box below.

☐ Check this box if you wish to receive to be signed up for Credit Monitoring and Identity Theft Protection Services.

### VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ **PayPal** - Enter your PayPal email address: \_\_\_\_\_

☐ **Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_ or Email Address: \_\_\_\_\_

☐ **Physical Check** - Payment will be mailed to the address provided above.

### VII. ATTESTATION & SIGNATURE

I swear and affirm that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Questions? Go to [website] or call [inset phone number].

**GZJ KDK'B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

SHANNAN ELLIS, RICH FREIBERG,  
CHRISTOPHER ROY, and STEPHEN RIES,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

HUB INTERNATIONAL LIMITED,

Defendant.

Case No. 1:23-cv-06137

Honorable John J. Tharp Jr.

**[PROPOSED] JUDGMENT AND FINAL APPROVAL**

**WHEREAS**, a Settlement Agreement, dated as of [REDACTED], (the “Settlement Agreement”), was made and entered into by and among the following Parties: (i) Plaintiffs Shannan Ellis, Rich Freiberg, Christopher Roy, and Stephen Ries (collectively, the “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members, by and through William B. Federman of Federman & Sherwood, Raina Borrelli of Strauss Borrelli PLLC, and Tyler J. Bean of Siri & Glimstad LLP (collectively, “Class Counsel”); and (ii) Hub International Limited (“Hub” or “Defendant”), for the benefit of all Defendant Released Parties;

**WHEREAS**, on [REDACTED] 2025, the Court entered an Order of Preliminary Approval Order (“Preliminary Approval Order”) that, among other things, (a) preliminarily certified, pursuant to Federal Rule of Civil Procedure 23, a class for the purposes of settlement only; (b) approved the form of notice to Settlement Class Members, and the method of dissemination thereof; (c) directed that the notice of the Settlement be disseminated to the Settlement Class; and (d) set a hearing date for final approval of the Settlement; and

**WHEREAS**, the notice to the Settlement Class ordered by the Court has been disseminated as ordered, according to the declaration of the Settlement Administrator filed with the Court on           ; and

**WHEREAS**, the CAFA Notice ordered by the Court has been provided, according to the Notice of Filing filed with the Court on           ; and

**WHEREAS**, on           , a final approval hearing was held on whether the settlement set forth in the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class Members, and to consider the application of Class Counsel for attorneys' fees and costs and for Service Awards for the Class Representatives, such hearing date being a due and appropriate number of days after such notice to the Settlement Class and the requisite number of days after CAFA notice was issued; and

**NOW THEREFORE**, having reviewed and considered the submissions presented with respect to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and any non-party objectors, as well as the arguments of counsel, and having determined that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement and the Preliminary Approval Order.
2. The Court finds it has personal and subject-matter jurisdiction over this matter, the Parties, and all Settlement Class Members.

3. The Settlement was entered into in good faith following arms' length negotiations and is non-collusive.

4. The Settlement is, in all respects, fair, reasonable, and adequate, and is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

5. This Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, adequate and reasonable, including with respect to its opt-out provisions, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

6. The Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

7. Settlement Representatives, Defendant, the Settlement Administrator, and Settlement Class Members shall consummate the Settlement according to the terms of the Settlement Agreement.

### CLASS CERTIFICATION

8. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All persons in the United States whose personal information was accessed or acquired in the Security Incident and/or who were sent a Notice of Data Breach Letter. Excluded from the Settlement Class are (i) Hub, and Hub's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

9. The Court determines that, for settlement purposes only, the Settlement Class meets all of the requirements of Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Settlement Class Members; that the Settlement Class Representatives have and will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

10. For settlement purposes only, the Court grants final approval to the appointment of Plaintiffs Shannan Ellis, Rich Freiberg, Christopher Roy, and Stephen Ries as the Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

11. For settlement purposes only, the Court grants final approval to the appointment, pursuant to Rule 23(g), of William B. Federman of Federman & Sherwood, Raina Borrelli of



Strauss Borrelli PLLC, and Tyler J. Bean Siri & Glimstad LLP as Class Counsel for the Settlement Class.

### **NOTICE TO THE SETTLEMENT CLASS**

12. The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, their right to exclude themselves, their right to object to the Settlement and appear at the Final Approval Hearing, and of these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, constitutional due process, and any other legal requirements.

13. The CAFA Notice provided by the Settlement Administrator met all requirements of the Act.

14. The Settlement Class Representatives and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the settlement set forth in the Settlement Agreement.

### **OBJECTIONS AND OPT-OUTS**

15. Objections were filed by [REDACTED] Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement approval and the objections are hereby overruled in all respects.

16. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

17. A list of those Settlement Class Members who have timely and validly elected to opt out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of \_\_\_\_\_, filed in advance of the final approval hearing. That list is attached as **Exhibit 1** to this Order. The persons listed in Exhibit A are not bound by the Settlement, this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit 1 shall be deemed not to be Plaintiff Released Parties.

18. Each Released Claim of each Plaintiff Released Party is hereby extinguished as against the Defendant Released Parties.

19. The Unopposed Motion for Final Approval of Settlement (Doc. No. \_\_\_\_), is **GRANTED** and Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, and without taxation of costs in favor of or against any Party.

#### **AWARD OF ATTORNEYS’ FEES AND SERVICE AWARDS**

20. Plaintiffs’ Motion for Attorneys’ Fees and Expenses is **GRANTED** and the Court awards Class Counsel (as well as any agents, vendors or experts with which they may have worked on this matter) \$\_\_\_\_\_ for their fees, and \$\_\_\_\_\_ for their expenses incurred in the case, hereby extinguishing any claims for any such fees, costs or expenses as against the Defendant Released Parties. Class Counsel’s fee and expense award shall be paid in accordance with the Settlement Agreement. The Court finds the amount of fees and expenses to be fair and reasonable.

21. The Settlement Class Representatives’ application for Service Awards in the amount of \$3,500.00 each is **GRANTED**. The Service Awards shall be paid in accordance with the Settlement Agreement. The Court finds that these payments are justified by their service to the Settlement Class.

22. This award of attorneys' fees and costs, and Service Awards is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

#### **OTHER PROVISIONS**

23. The Parties to the Settlement shall carry out their respective obligations thereunder.

24. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement.

25. As of the Effective Date, the Plaintiff Released Parties release any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted against Defendant Released Parties and relate to the Security Incident.

26. The Settlement Class Representatives and Settlement Class Members are enjoined from prosecuting any Released Claims in any proceeding against any of the Defendant Released Parties or prosecuting any claim based on any actions taken by any of the Defendant Released Parties that are authorized or required by this Settlement or by the Final Approval Order and the Judgment. The Settlement and/or this Final Approval Order and the Judgment may be pleaded as a complete defense to any proceeding subject to this section.

27. This Final Approval Order, the Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any

liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Litigation.

28. This Final Approval Order, the Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs or any Settlement Class Member has suffered any damage; *provided, however*, that nothing in the foregoing, the Settlement, this Final Approval Order or the Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and the Judgment (including all releases in the Settlement and Final Approval Order and the Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

29. The Settlement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order and the Judgment) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted out or any other Person subject to the provisions of this Final Approval Order and the Judgment.

30. The Court hereby dismisses the Litigation and all claims therein on the merits and with prejudice as to Defendant, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

31. Consistent with the Settlement, in the event the Effective Date does not occur, this Final Approval Order and the Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement Agreement; this Final Approval Order and the

Judgment and all orders entered in connection herewith shall be vacated and null and void. All of the Parties' obligations under the Settlement, the Preliminary Approval Order, this Final Approval Order and the Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo ante (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue) in the Litigation as if the Parties had not entered into the Settlement.

32. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over the Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement as set forth in the Settlement Agreement.

33. The Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

**IT IS SO ORDERED.**

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Honorable John J. Tharp Jr.  
United States District Judge

**GZJ KDK'C**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

SHANNAN ELLIS, RICH FREIBERG,  
CHRISTOPHER ROY, and STEPHEN RIES,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

HUB INTERNATIONAL LIMITED,

Defendant.

Case No. 1:23-cv-06137

Honorable John J. Tharp Jr.

**[PROPOSED] ORDER OF PRELIMINARY APPROVAL**

**WHEREAS**, a Settlement Agreement, dated [REDACTED] (the “Settlement Agreement”), was made and entered into by and among the following Parties: (i) Plaintiffs Shannan Ellis, Rich Freiberg, Christopher Roy, and Stephen Ries (collectively, the “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members, by and through William B. Federman of Federman & Sherwood, Raina Borrelli of Strauss Borrelli PLLC, and Tyler J. Bean of Siri & Glimstad LLP (collectively, “Class Counsel”); and (ii) Hub International Limited (“Hub” or “Defendant”), for the benefit of all Defendant Released Parties;

**NOW THEREFORE**, having reviewed and considered the submissions presented with respect to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and the arguments of counsel, having determined preliminarily that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.<sup>1</sup>

2. The Court finds it has personal and subject-matter jurisdiction over this matter, the Parties, and all Settlement Class Members.

**PRELIMINARY SETTLEMENT CLASS CERTIFICATION**

3. The Court certifies, for settlement purposes only, the following Settlement Class pursuant to Fed. R. Civ. P. 23:

All persons in the United States whose personal information was accessed or acquired in the Security Incident and/or who were sent a Notice of Data Breach Letter. Excluded from the Settlement Class are (i) Hub, and Hub's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

4. The Court determines that for settlement purposes only, the proposed Settlement Class likely meets all the requirements of Federal Rules of Civil Procedure ("Rules") 23(a) and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Settlement Class Members; that the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

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<sup>1</sup> All capitalized terms in this Order adopt the definitions of those terms from the Settlement.



5. For purposes of settlement only, Plaintiffs Shannan Ellis, Rich Freiberg, Christopher Roy, and Stephen Ries are preliminarily appointed as the Settlement Class Representatives.

6. For purposes of settlement only, the Court preliminarily appoints, pursuant to Rule 23(g), William B. Federman of Federman & Sherwood, Raina Borrelli of Strauss Borrelli PLLC, and Tyler J. Bean of Siri & Glimstad LLP as Class Counsel for the Settlement Class.

#### **REASONABLENESS OF THE PROPOSED SETTLEMENT**

7. The Court finds that: (i) the proposed Settlement resulted from extensive and good-faith negotiations at arms' length overseen by an experienced mediator, Judge Diane M. Welsh (Ret.); (ii) the proposed Settlement is in the best interests of the Settlement Class Members; and (iii) the terms of the proposed Settlement as evidenced by the Settlement Agreement appear to be sufficiently fair, reasonable, and adequate in light of the risks, delays, and expenses of further litigation, warranting notice of the Settlement Agreement to Settlement Class Members, and the scheduling of a final fairness hearing.

8. The Court finds that the proposed Settlement creates an equitable claims process that will allow Settlement Class Members an opportunity to obtain reimbursement for certain types of harm they may have suffered or an alternative cash payment and to receive credit monitoring and identity theft protection services to prevent against the future risk of harm experienced as a result of the events alleged in the Litigation. This consideration appears to be within the range of reasonableness and an adequate exchange for the Settlement Class's release of claims as described in the Settlement Agreement.

9. Accordingly, the Court grants preliminary approval of the Settlement, subject to final approval, and directs the Parties to conduct their plan for Notice as described in the Settlement Agreement.

#### **NOTICE TO THE SETTLEMENT CLASS**

10. The Court finds that the Notice proposed in the Settlement Agreement, including in form, content, and method: (a) constitutes the best practicable notice to the Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) is reasonable and constitutes due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies the requirements of Rule 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

11. The Parties and Settlement Administrator are authorized to make non-material modifications to the Notices and Claim Form, such as proofing and formatting alterations, without further order from this Court.

12. The Court appoints Angeion as the Settlement Administrator and orders it to provide Notice to the Settlement Class Members and perform services as set forth in the Settlement Agreement, which includes providing the requisite CAFA Notice.

13. The Court orders Defendant to preliminarily fund the Settlement Fund to pay for the Costs of Notice and Administration pursuant to the Settlement Agreement.

14. Within fifteen (15) days after the entry of this Order, Defendant shall provide the Settlement Administrator with the Class List containing Settlement Class Members' names, last known addresses, and email addresses, if either or both are available, as reflected in Hub's records.

15. Within thirty (30) days after receipt of the Class List, the Settlement Administrator shall send, via email, to persons listed on the Class List for whom email address has been identified, the Short Form Notice substantially in the form submitted to the Court; and if no valid email address is found for a Settlement Class Member, such Short Form Notice shall be sent by the Settlement Administrator to the Settlement Class Member's last known mailing address via U.S. mail. The Long Form Notice as well as the Claim Form shall be posted on a Settlement Website to be created by the Settlement Administrator. The Settlement Administrator shall also establish a toll-free phone line for Settlement Class Members to call in order to receive information about the Settlement.

#### **CLAIMS PROCESS AND DISTRIBUTION PLAN**

16. The Settlement establishes a process for assessing and determining the validity of the types of claims available (reimbursement for Out-of-Pocket Losses, or Alternative Cash Payment, and enrollment in credit monitoring and identity theft and protection services), and a methodology for providing the Settlement benefits to the Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves this process and the proposed Settlement Benefits Plan.

17. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form and must submit a Claim to the Settlement Administrator within ninety (90) days after the Notice Deadline.

### **EXCLUSIONS FROM THE CLASS**

18. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude themselves to the Settlement Administrator, at the address provided in the Notice, postmarked no later than sixty (60) days after the Notice Deadline (the “Opt-Out Deadline”) and sent via first class postage pre-paid United States mail. The written request for exclusion must include the name of this Litigation or a decipherable approximation (*Ellis v. Hub International Limited*, Case No. 1:23-cv-06137 (N.D. Ill.)); the full name, address, and telephone number of the Settlement Class Member or the name, address, telephone number, relationship, and signature of any individual who is acting on behalf of a deceased or incapacitated Settlement Class Member; and the words “Opt-Out” or “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement.

19. All Settlement Class Members who submit valid and timely notices of their intent to be excluded from the Settlement shall not receive any benefits of or be bound by the terms of the Settlement. Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement (in accordance with the requirements of the Settlement) shall be bound by all subsequent proceedings, orders, and judgments in this matter, the Settlement including but not limited to the releases set forth in the Settlement Agreement, and the Final Approval Order and Judgment.

## **OBJECTIONS TO THE SETTLEMENT**

20. A Settlement Class Member who complies with the requirements of this Order may object to the Settlement, the request of Settlement Class Counsel for an award of attorneys' fees, and expenses, and/or the request for a Service Award.

21. No Settlement Class Member shall be heard and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court unless the objection is (a) filed with the Court by the Objection Deadline; or (b) mailed via USPS First-Class Mail prepaid to the Clerk of Court and the Settlement Administrator at the addresses listed in the Notice, and postmarked no later than the Objection Deadline, which shall be sixty (60) days after the Notice Deadline, as specified in the Notice. For the objection to be considered by the court, the objection shall:

- a. Clearly identify the case name and number (*Ellis v. Hub International Limited*, Case No. 1:23-cv-06137 (N.D. Ill.));
- b. Include the full name, address, telephone number, and email address of the person objecting;
- c. Include the full name, address, telephone number, and email address of the objector's counsel (if the objector is represented by counsel);
- d. State whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection;
- e. Confirm whether the objector or counsel on the objector's behalf will personally appear and/or testify at the Final Approval Hearing; and

- f. provide the objector's signature and the signature of the objector's duly authorized counsel or other duly authorized representative and a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel or other duly authorized representative has filed an objection to any proposed class action settlement within the last three (3) years.

22. Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights he or she may have to object and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the releases in the Settlement Agreement, if finally approved. Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

### **STAY OF PROCEEDINGS**

23. Except as necessary to effectuate this Order, the above captioned cases and any deadlines set by the Court in this matter are stayed and suspended as to Hub only pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

### **CONTINUANCE OF FINAL APPROVAL HEARING**

24. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

### **ACTIONS BY SETTLEMENT CLASS MEMBERS**

25. The Court stays and enjoins, pending Final Approval, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Hub related to the Security Incident.

### **FINAL APPROVAL HEARING**

26. Final Approval Hearing shall take place before the Court on \_\_\_\_\_, 2025 at \_\_\_\_\_ a.m./p.m. in Courtroom \_\_\_\_\_ before Judge John J. Tharp Jr. of the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen U.S. Courthouse 219 South Dearborn Street, Chicago, IL 60604, to determine, among other things, whether: (a) the Settlement should be finally approved as fair, reasonable, and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Litigation should be dismissed with prejudice as to the Defendant Released Parties; (b) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (c) the proposed Final Approval Order and Judgment should be entered; (d) the application of Class Counsel for an award of attorneys' fees and expenses should be approved; and (e) the application for a Service Awards to the Settlement Class Representatives should be approved. Any other matters that the Court deems necessary and appropriate will also be addressed at the hearing.

27. Settlement Class Counsel shall submit their application for fees, costs, and expenses and the application for Service Awards at least fourteen (14) days before the Opt-Out/Objection Deadline. Objectors, if any, shall file any response to Class Counsel's motions no later than seventeen (17) days prior to the Final Approval Hearing. By no later than ten (10) days prior to the Final Approval Hearing, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement Agreement and/or Class Counsel's application for attorneys' fees and expenses and for Service Awards shall be filed.

28. Any Settlement Class Member who has not timely and properly excluded himself or herself from the Settlement Class in the manner described above, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member who has elected to exclude himself or herself from the Class shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described above and in the Notice.

29. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines under the Settlement and this Order include but are not limited to the following:

<b><u>Event</u></b>	<b><u>Deadline</u></b>
Hub Provides Class List to Settlement Administrator	15 days following entry of this Order
Notice Deadline	30 days after Hub's provision of the Class List to the Settlement Administrator
Objection and Opt-Out Deadlines	60 days after Notice Deadline
Claim Deadline	90 days after Notice Deadline
Motion for Attorneys' Fees and Expenses and Service Award	14 days prior to the Objection and Opt-Out Deadlines
Motion for Final Approval	14 days prior to the Final Approval Hearing
Final Approval Hearing	at least 120 days after Preliminary Approval Order



**IT IS SO ORDERED.**

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The Honorable John J. Tharp Jr.  
United States District Judge

**GZJ KDK'D**

**Notice of Hub International  
Limited Data Security Incident  
Class Action Settlement**

**A Settlement has  
been proposed in a  
class action  
lawsuit about a  
data security  
incident involving  
Hub International  
Limited that  
potentially  
compromised your  
personal  
information.**

XXX

Settlement Administrator  
PO Box xxxxx  
City, ST xxxxx-xxxx

<<BARCODE>>  
<<ClaimID>>  
<<First Name>><<Last Name>>  
<<Address1>>  
<<Address2>>  
<<City>><<ST>><<Zip>>

A Settlement has been proposed in the class action lawsuits against Hub International Limited (“Defendant” or “Hub”) resolving claims brought by individuals impacted by Hub’s data security incident that occurred between December 2022 and January 2023 and resulted in the potential compromise of individuals’ personal information. Defendant denies any allegation of wrongdoing.

**Who’s Included?** You are included in the Settlement as a “Settlement Class Member” because you have been identified as a person who received notice from Hub that your personal information may have been accessed or exposed as a result of the security incident.

**What does the Settlement provide?** Under the Settlement, Hub will pay \$4.65 million into a Settlement Fund which will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, service awards, and attorneys’ fees and costs. Settlement Class Members may file a claim to receive (1) compensation for documented unreimbursed Out-of-Pocket Losses related to the Security Incident up to \$5,000, subject to a pro rata increase or decrease or (2) an Alternative Cash Payment of \$150, subject to a pro rata increase or decrease; and (3) Credit Monitoring and Identity Theft Protection Services.

**How do I Receive Settlement Benefits?** You must complete and submit a Claim Form by [Month XX, XXXX]. Claim Forms may also be submitted online at [Website] or printed from the website and mailed to the address on the form.

**What are my other options?** If you do nothing, your rights will be affected, and you won’t be eligible for Settlement benefits. If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by [Month XX, XXXX]. Unless you exclude yourself, you won’t be able to sue or continue to sue Hub or other released parties as defined in the Settlement Agreement for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by [Month XX, XXXX]. More information about these options is available at [Website].

**The Court’s hearing.** The Court will hold a Final Approval Hearing in this case (*Ellis v. Hub International Limited*, Case No. 1:23-cv-06137 (N.D. Ill.)) on [Month XX, XXXX]. At the hearing, the Court will decide whether to approve the Settlement; Class Counsel’s request for attorneys’ fees and costs, and service awards to the Settlement Class Representatives (up to \$3,500 each). You or your lawyer may appear at the hearing at your own expense.

**Questions?** This Notice provides only a high-level summary of the Settlement. More details, including the Settlement Agreement, is provided at [Website] or you can call the Settlement Administrator at [phone number].



**GZJ KDK'E**

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## Notice of Hub International Limited Data Security Incident Class Action Settlement

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**If you your personal information was potentially compromised in Hub International Limited's data security incident, you may receive a payment or other benefits from a class action settlement.**

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

**Please read this Notice carefully and completely, as your legal rights are affected whether you act or don't act.**

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A Settlement has been proposed in the class action lawsuit against Hub International Limited ("Defendant" or "Hub"). The Settlement resolves claims against Hub brought by a group of individuals whose personal information was impacted by Hub's data security incident, which occurred between December 2022 and January 2023 ("Security Incident"). The Security Incident resulted from cybercriminals' access to certain Hub systems.
- Under the proposed Settlement, you may be eligible to receive (1) compensation for documented unreimbursed Out-of-Pocket Losses related to the Security Incident, up to \$5,000, , subject to a pro rata increase or decrease, or (2) an Alternative Cash Payment of \$150, subject to a pro rata increase or decrease; and (3) Credit Monitoring and Identity Theft Protection Services. To receive any compensation or to sign up for credit monitoring, you must complete and timely submit a Claim Form.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to receive any of the Settlement benefits.	Online or Postmarked by [Month xx, xxxx].
<b>EXCLUDE YOURSELF BY OPTING OUT</b>	Get no payment. Keep your right to file your own lawsuit against Hub for the same claims resolved by this Settlement.	Postmarked by [Month xx, xxxx].
<b>OBJECT TO THE SETTLEMENT</b>	Tell the Court the reasons why you do not believe the Settlement should be approved.	Received by [Month xx, xxxx].

Questions? Go to [website] or call [phone number].

<b>AND/OR ATTEND A HEARING</b>	You can also ask to speak to the Court at the hearing on [Month xx, xxxx] about the fairness of the Settlement, with or without your own attorney.	
<b>DO NOTHING</b>	Get no payment and be bound by the terms of the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

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## BASIC INFORMATION

### 1. Why did I get this notice?

You received this notice because you have been identified as a person whose personal information may have been accessed or compromised during Hub's data security incident. A group of similarly situated individuals brought four proposed class action lawsuits against Hub in 2023, alleging that Hub was negligent due to its data security practices. Hub denies the allegations and denies that it would be found liable. The parties have now reached a proposed settlement of the litigation.

A court authorized this notice to inform you about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, if any, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against Hub and certain others, will be released and dismissed.

This package explains the Hub lawsuit, the Settlement, your rights, what benefits may be available, who is eligible for them, and how to receive them. Judge John J. Tharp of the United States District Court for the Northern District of Illinois is in charge of this litigation which is captioned *Ellis v. Hub International Limited*, Case No. 1:23-cv-06137 (N.D. Ill.).

### 2. What is this lawsuit about?

This matter is a putative class action (the "Litigation") arising from Hub's data security incident that took place between December 2022 and January 2023, during which cybercriminals gained unauthorized access to certain of Hub's systems, resulting in potential access to and theft of certain personal information. The litigation asserts claims against Hub for alleged negligent data security practices.

Defendant denies any allegation of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

### 3. What is a class action?

In a class action one or more people called "Class Representative(s)" sue on behalf of themselves and other people who have similar claims. This group of people is called the "class," and the people in the class are called "Settlement Class Members" or the "Settlement Class." One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The person or persons who sued are called the Plaintiff(s). The entity sued—Hub—is called the Defendant.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Settlement Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

## WHO IS IN THE SETTLEMENT?

### 5. Who is in the Settlement?

The Settlement Class is defined as: all persons in the United States whose personal information was accessed or acquired in the Security Incident and/or who were sent a Notice of Data Breach Letter.

### 6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (i) Hub, and Hub's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

### 7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator, Angeion Group, at [phone number] or you can visit [website] for more information.

## THE SETTLEMENT BENEFITS

### 8. What does the Settlement Provide?

Under the Settlement, Hub will pay \$4,650,000 into a Settlement Fund which will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, service awards to the Settlement Class Representatives, and Class Counsel's attorneys' fees and expenses. Settlement Class Members may file a claim to receive (1) compensation for documented unreimbursed Out-of-Pocket Losses related to the Security Incident, up to \$5,000, subject to a pro rata increase or decrease, or (2) an Alternative Cash Payment of \$150, subject to a pro rata increase or decrease; and (3) Credit Monitoring and Identity Theft Protection Services.

### 9. What can I get from the Settlement?

1. **Reimbursement of Out-of-Pocket Losses:** Settlement Class Members may file a claim for reimbursement of up to \$5,000 in compensation for documented monetary losses, which is subject to a pro rata increase or decrease based upon the number of Approved Claims submitted. In order to receive reimbursement of Out-of-Pocket Losses, the loss must: (1) be an actual, documented, and unreimbursed monetary loss; (2) have been more likely than not caused by the Security Incident; and (3) have occurred between December 1, 2022, and the close of the Claims Period, which is [INSERT DATE]. Any claim for Out-of-Pocket Losses must include sufficient documentation establishing the amount of Out-of-Pocket Losses claimed.
2. **Alternative Cash Payment:** In lieu of reimbursement for Out-of-Pocket Losses, Settlement Class Members may submit a claim for an Alternative Cash Payment of \$150, which is subject

to pro rata increase or decrease depending on the number of Approved Claims submitted. If you request the Alternative Cash Payment, you cannot also receive reimbursement for Out-of-Pocket Losses.

3. Credit Monitoring and Identity Theft Protection Services: In addition to the other claims available under the Settlement, Settlement Class Members may also elect to enroll in two (2) years of three-bureau credit monitoring and identity theft protection services.

#### **10. What am I giving up if I stay in the Class?**

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant and other released parties concerning the claims released by this Settlement. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at [\[website\]](#).

### **How to Receive the Settlement Benefits– Making A Claim**

#### **11. How can I obtain the Settlement’s benefits?**

You must complete and submit a Claim Form by [\[Month XX, XXXX\]](#). Claim Forms may be submitted online at [\[website\]](#) or printed from the website and mailed to the address on the form.

Be sure to read the Claim Form instructions carefully, include all required information, and your signature.

The Settlement Administrator will review your claim to determine the validity of your payment.

#### **12. How much will my payment be?**

The amount of your payment you receive will depend on whether you are seeking Out-of-Pocket Losses or the Alternative Cash Payment and/or Credit Monitoring and Identity Theft Protection Services, as well as on the number of Approved Claims submitted.

If you submit an Approved Claim for Out-of-Pocket Losses, you may receive the amount of your documented losses, up to \$5,000, which is subject to a pro rata increase or decrease based upon the number of Approved Claims submitted. To document your losses, you must enclose or upload documentation sufficient to show (1) the amount of unreimbursed loss that you suffered, and (2) why you believe that the loss is reasonably attributable to the Security Incident. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation, but they may be used to provide clarification, context, or support for other documentation.

If you submit a valid claim for the Alternative Cash Payment, you will receive \$150, which amount will be subject to a pro rata increase or decrease based upon the number of Approved Claims submitted. You do not need to provide documentation of any losses.

If you submit a valid claim for Credit Monitoring and Identity Theft Protection Services, you will not receive any payment from the Settlement Fund unless you also submit a claim for Out-of-Pocket Losses or the Alternative Cash Payment.

### 13. When will I Receive my Settlement Benefits?

The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ a.m., to decide whether to approve the Settlement. Benefits will be made available after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement or all appeals have been rejected). Updates regarding the Settlement will be posted on the Settlement Website, [website].

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

The Court appointed William B. Federman of Federman & Sherwood, Raina Borrelli of Strauss Borrelli PLLC, and Tyler J. Bean of Siri & Glimstad LLP as attorneys to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

### 15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

### 16. How will the lawyers be paid?

The attorneys representing the Settlement Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court for an award of attorneys' fees and expenses of up to one third (1/3) of the Settlement Fund. Class Counsel will file their request for attorneys' fees and expenses as a percentage of the Settlement Fund.

The Settlement Class is represented by the named plaintiffs (the "Settlement Class Representatives"). In addition to the benefits that the Settlement Class Representatives will receive as members of the Settlement Class – and subject to the approval of the Court – Class Counsel will request service awards, not to exceed \$3,500 each, to each of the Settlement Class Representatives for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of attorneys' fees and expenses requested by Class Counsel and the proposed service awards to the Class Representatives. Class Counsel will file an application for attorneys' fees and expenses, and service awards no later than [Month xx, xxxx]. The application will be available on the Settlement Website, [website], or you can request a copy by contacting the Settlement Administrator.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

You may opt out of the Settlement by [Month xx, xxxx]. To opt out, you must send a letter or postcard via U.S. mail to the address below. You must include the following in your letter or postcard:

- The name of this Litigation, or a decipherable approximation (*Ellis v. Hub International Limited*, Case No. 1:23-cv-06137 (N.D. Ill.));
- Your full name, address, telephone number, and signature;
- The words “Opt-Out” or “Requests for Exclusion” at the top of the document or a statement that you want to opt out of the settlement; and
- If you are filing a request for exclusion on behalf of an incapacitated or deceased Settlement Class Member for whom you are legally authorized to act, you must include your name, address, phone number, signature, and relationship to the Settlement Class Member, as well as that person’s name and address.

You must mail your opt-out request via First-Class postage prepaid U.S. Mail, postmarked no later than [Month xx, xxxx] to:

[Insert Settlement Administrator Address]

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

### 18. If I am a Settlement Class Member and don’t opt out, can I sue the Defendant for the same thing later?

No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.

### 19. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You cannot submit a Claim Form and you will not receive any benefits included in the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement, you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

## COMMENTING ON OR OBJECTING TO THE SETTLEMENT

### 20. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You cannot ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

Your objection must be in writing and must:

- Clearly identify the case name and number (*Ellis v. Hub International Limited*, Case No. 1:23-cv-06137 (N.D. Ill.));
- Include your full name, address, telephone number, and email address;
- Include the full name, address, telephone number, and email address of your counsel (if you are represented by counsel);
- State whether the objection applies only to you, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the objection;
- Confirm whether you intend to personally appear and/or testify at the Final Approval Hearing and if so, whether you are or will be represented by counsel; and
- Provide your signature and the signature of your duly authorized counsel or other duly authorized representative and a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel or other duly authorized representative has filed an objection to any proposed class action settlement within the last three (3) years.

Any objection must be either filed electronically with the Court or mailed to the Clerk of Court, and the Settlement Administrator at the addresses set forth below. The objection must be filed with the Court—or if mailed it must be postmarked—no later than [Month xx, xxxx].

United States District Court for the Northern District of Illinois	[Insert Settlement Administrator Address]
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Clerk of Court Everett McKinley Dirksen U.S. Courthouse 219 South Dearborn Street Chicago, IL 60604	
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## 21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

## THE COURT'S FINAL APPROVAL HEARING

## 22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at \_\_\_\_\_ a.m. on \_\_\_\_\_, 2025 in Courtroom 2303, at the federal courthouse located at 219 South Dearborn Street, Chicago, IL 60604 before Judge John J. Tharp Jr. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; Class Counsel's application for attorneys' fees and expenses; and whether to approve the service awards to the Settlement Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this notice. The date of the Final Approval Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, [website], for updates. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mad.uscourts.gov>.

Class Counsel will file a motion for final approval of the Settlement by [Month xx, xxxx].

## 23. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## 24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. You cannot speak at the hearing if you opt out or exclude yourself from the Class.



## IF I DO NOTHING

### 25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

## GETTING MORE INFORMATION

### 26. Are more details about the Settlement available?

This notice summarizes the proposed Settlement – more details are in the Settlement Agreement and other case documents available at [website], by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mad.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604 between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding federal holidays.

### 27. How do I get more information?

Visit the website, [website], where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator, Angeion, at [redacted] or by writing to [redacted], Attn: Hub Class Action Settlement at:

[Insert Settlement Administrator Address]

Speak with Class Counsel by calling \_\_\_\_\_ or by writing to \_\_\_\_\_.

**PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**